

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

FILED  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF TEXAS

JUL 31 2008

DAVID J. MALAND, CLERK

ANNA MICHELE UNDERWOOD and §  
ROBBY JOE UNDERWOOD, §  
Individually and as Next Friends of §  
AMBER MICHELE UNDERWOOD and §  
MICHAEL JOE UNDERWOOD, §  
Minor Children, §  
KERRY MICHAEL FIELDS AND §  
SHARON ANN FIELDS, §  
Plaintiffs §

CIVIL ACTION NO.  
2:06-CV-100-DF

v. §

FORD MOTOR COMPANY, §  
Defendant §

**ORDER APPROVING SETTLEMENT AND FINAL JUDGMENT**

On July 31<sup>st</sup>, 2008, came on to be heard the above-styled and numbered action wherein Anna Michele Underwood and Robby Joe Underwood, Individually and as Next Friends of Amber Michele Underwood, Minor, Michael Joe Underwood, Kerry Michael Fields and Sharon Ann Fields ("Plaintiffs") are Plaintiffs and Ford Motor Company ("Defendant") is Defendant.

The parties came in person and by and through their respective attorneys of record and made known to the Court that any previously made jury demands are waived, and that all matters of fact and things in controversy are submitted to the Court. The named parties announced to the Court that they had agreed to settle and compromise all issues, claims and causes of action now existing or that may hereafter arise between Plaintiffs and Defendant Ford Motor Company. The total amount of the settlement is confidential, the terms of which are described in a Confidential

Compromise Settlement Agreement, Release and Indemnity Agreement (the "Settlement Agreement"), a copy of which was tendered to the Court for an in-camera review but not filed.

It is understood and agreed that Plaintiffs, in consideration for the Defendant's agreement to settle this controversy for the sums described in the Settlement Agreement will pay, discharge or indemnify and hold Defendant harmless for any and all outstanding unpaid hospital charges, hospital bills, medical bills, rights of reimbursement or other bills and expenses. It was pointed out to the Court that all parties have agreed that if this Order Approving Settlement is approved by the Court that neither Plaintiffs nor anyone claiming by, through or under them will be able to recover anything further of and from Ford Motor Company.

It having appeared to the Court that a potential conflict of interest exists between the adult Plaintiffs, Anna Michele Underwood and Robby Joe Underwood, and the minor child, Amber Michele Underwood, in the division of the proceeds of the settlement, the Court has appointed Joy Berry, a practicing attorney in this district in Texas, duly licensed and in good standing with the State Bar of Texas, as *Guardian Ad Litem* to represent the interests of Amber Michele Underwood; and said *Guardian Ad Litem* has been apprised of all matters of fact concerning this controversy and settlement thereof and has recommended on behalf of minor Plaintiff Amber Michele Underwood that the Court approve the settlement as described in the Settlement Agreement.

After reviewing the pleadings filed in this case, the Court heard evidence touching upon such compromise and settlement agreement, with reference to the material facts regarding the automobile accident, and all matters pertaining to the alleged liability of Defendant and the damages to Plaintiffs, as well as the capacity of the parties to prosecute this action as stated herein. Upon hearing the evidence, the Court is of the opinion that such settlement agreement is

in the best interest of Plaintiffs and that the terms of the settlement agreement are in all respects reasonable.

It is understood and agreed by the Plaintiffs that the payment of the monies herein described is in settlement of disputed claims, that Defendant has denied liability and continues to deny liability of whatever nature to the Plaintiffs. It is further understood and agreed that Defendant herein by this settlement agreement makes no admission of liability to the Plaintiffs, nor to any other person, firm, corporation or other entity who did not assert a claim or file a lawsuit against Defendant, but rather that Defendant makes this settlement solely to purchase its peace and to avoid the vexation and expense of further litigation.

Accordingly, the Court makes the following findings and Orders:

The Court finds that Plaintiffs and Defendant Ford Motor Company have satisfactorily compromised and settled all of the issues involved herein.

The Court is of the opinion that the Settlement Agreement executed by the Plaintiffs is fair and equitable and that the same should be, and is hereby in all things approved, and the Court hereby specifically finds that the Settlement Agreement is in the best interests of the minor, Amber Michele Underwood. The Court further finds that the Defendant has given good and valuable consideration to each of the Plaintiffs for the settlement of this lawsuit. The Court hereby further finds that the minor Plaintiffs' allocation of the sums agreed upon as a compromise settlement figure in this action between the parties should be paid as follows:

\$2,847.50 to Amber Michele Underwood to be deposited into the Registry of the Court in an interest bearing account or as otherwise ordered by the Court.

The Court finds that the remainder of the agreed upon settlement amounts, as set forth in the Settlement Agreement between the parties are to be paid to Linda Payne, Bankruptcy Trustee

and Ted B. Lyon & Associate to be distributed to the Plaintiffs in a manner to be agreed upon between the Plaintiffs and their attorneys and as approved by the bankruptcy court.

The Court further finds that the amounts are to be paid in full satisfaction of any and all claims arising from this accident which Plaintiffs or any minor named herein have or might ever have against Ford Motor Company or its officers, directors, shareholders, owners, agents, servants and employees, parts manufacturers and suppliers, and any dealer that sold the subject vehicle, new or used, and that under no legal or equitable theory may they hereafter recover either directly or indirectly any further sums by reason of any new suits, new theories, new or different claims, actions, cross-actions, counter-actions, or third-party actions, or other actions whatsoever, and further that this settlement and Order Approving Settlement shall fully bind any different personnel, personal representatives, administrators, guardians, or others representing the person or estate of any Plaintiff or minor herein named.

It is ordered by the Court that Plaintiffs herein do recover from Ford Motor Company the present cash sums reflected in the Settlement Agreement, which sums are to be paid at the time this Order Approving Settlement is entered; and the Court accordingly orders that no execution or other process ever issue against Defendant Ford Motor Company and that Defendant Ford Motor Company is fully and finally released.

The Court approves the settlement entered into by the parties and finds that the claims of Plaintiffs against Defendant Ford Motor Company should be dismissed with prejudice; and that the Plaintiffs' claims, asserted or which could have been asserted herein against Defendant Ford Motor Company are fully satisfied in all respects, and that no execution shall ever issue herein.

The Court finds that the terms of the Settlement Agreement provide that the taxable court costs will be paid by the party incurring same.

The Court further finds that the terms of the Settlement Agreement provides that Plaintiffs will pay all fees due to their attorneys from the settlement amount set forth in the Settlement Agreement. Plaintiffs and their attorneys acknowledge and agree that Defendant and the other released parties and entities shall bear no responsibility for payment of Plaintiffs' attorneys' fees.

The Court further finds that the Plaintiffs have agreed that all medical aid, hospital services, doctor services, psychiatric or psychological services, chiropractor services, nursing, drugs, funeral and burial expenses, property damage, worker's compensation, attorney fees (including hourly fees), and Medicare, Medical and hospital liens past, present, and future arising as a result of the underlying accident have been or will be paid or compromised by Plaintiffs. Plaintiffs have further agreed to INDEMNIFY, HOLD HARMLESS, and DEFEND Defendant from any and all such claims, demands, actions, and causes of action of any nature or character and any other claims, demands, actions, and causes of action which may have been or may hereafter be asserted against Defendant by any person, insurer, firm, company, and/or corporation (including, but not limited to, any and all Medicare/Medicaid liens) claiming under any alleged subrogation rights, including, but not limited to property damage, worker's compensation liens, child support liens or judgments, attorney fees, and/or hospitals' or doctors' liens under the Texas Hospital Lien Law.

The Court further finds that Anna Michele Underwood and Robby Joe Underwood are authorized to settle and compromise all claims on behalf of minor Amber Michele Underwood.

It is ORDERED, ADJUDGED, and DECREED that all claims filed or which could have been filed by Anna Michele Underwood, Robby Joe Underwood, Amber Michele Underwood, Michael Joe Underwood, Kerry Michael Fields and Sharon Ann Fields against this Defendant

are dismissed with prejudice. All relief requested or which could possibly be requested by any of the parties hereto which is not herein specifically granted is denied.

It is further ORDERED, ADJUDGED and DECREED that costs of Court incurred herein are taxed against the party incurring same.

The Court accordingly ORDERS that no execution or other process shall ever issue against the Defendant and that the Defendant is fully and finally released.

It is ORDERED, ADJUDGED, and DECREED that Ford Motor Company pay the amount of \$4,500.00 to the Guardian *Ad Litem* for her fees and expenses related to this matter.

It is ORDERED, ADJUDGED, and DECREED that each party shall bear its own costs of Court.

It is further ORDERED, ADJUDGED and DECREED that this judgment fully and finally disposes of all parties and all claims and is appealable.

SIGNED the 31<sup>st</sup> day of July, 2008.

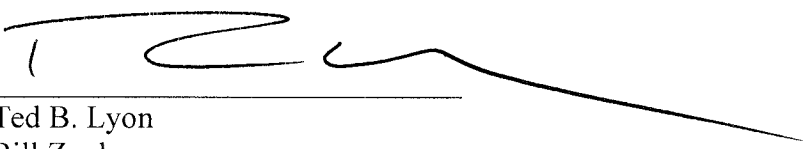


UNITED STATES DISTRICT JUDGE

**APPROVED AND AGREED:**

TED B. LYON & ASSOCIATES, P.C.  
18601 LBJ Freeway, Suite 525  
Mesquite, TX 75150  
(972) 279-6571  
(972) 279-3021 (fax)

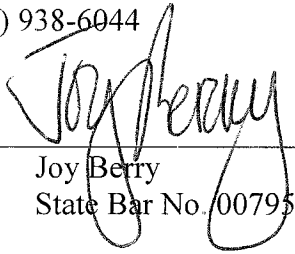
By: \_\_\_\_\_

  
Ted B. Lyon  
Bill Zook  
State Bar N. 22285500

**ATTORNEYS FOR PLAINTIFFS**

JOY BERRY  
111 W. Austin St.  
Marshall, TX 75670  
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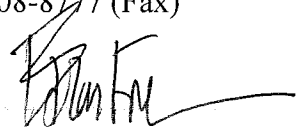
By: \_\_\_\_\_

  
Joy Berry  
State Bar No. 00795662

**GUARDIAN AD LITEM FOR MINOR,  
AMBER MICHELE UNDERWOOD**

THOMPSON, COE, COUSIN, IRONS, L.L.P.  
701 Brazos, Suite 1500  
Austin, Texas 78701  
(512) 708-8200  
(512) 708-8777 (Fax)

By: \_\_\_\_\_

  
Ronald Wamsted  
State Bar No. 20832000

By permission of \_\_\_\_\_

ATTORNEY FOR DEFENDANT  
FORD MOTOR COMPANY

BALTON FREEMAN  
STATE BAR NO. 00790717